

# **EXHIBIT 1**



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September 5, 2023

*Via e-mail: [jnorthrup@hwa.com](mailto:jnorthrup@hwa.com)*

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Chapter 11 Trustee  
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Joshua W. Wolfshohl  
Porter Hedges LLP  
1000 Main, 36th Floor  
Houston, TX 77002

Re: Revised Offer Regarding B&T Petroleum, LLC

Dear Ms. Northrup, Mr. Kitchens, and Mr. Wolfshohl:

We represent SASS Petroleum LLC ("SASS") in the bankruptcy cases of Mountain Express Oil Company ("MEX"), including B&T Petroleum, LLC ("B&T") and certain other affiliates (collectively, the "Debtors") [pending in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 23-90147, jointly administered] ("Bankruptcy Cases").

Set forth below is a revised proposed offer purchase of the Debtors' interest in US Fueling, LLC an entity evenly owned by Debtor B&T and SASS. This offer replaces SASS' offer letter of August 21, 2023, and reflects discussions with lenders' counsel since that date. Time is of the essence as US Fueling's dealer network is on the verge of collapse. US Fueling is not a debtor in bankruptcy, and therefore does not have a benefit of the automatic stay. US Fueling has 85 dealers (see attached list), many of whom have been without fuel or their net credit card receipts due to the Debtors' many failures. Since last week and increasing today, US Fueling has received numerous calls from the USF Dealers, threatening to terminate their agreements with US Fueling. Their credit card receipts are trapped at MEX, and without those net credit card receipts, the USF Dealers will not be able to meet their payroll, rent, and other obligations, nor be able to purchase fuel. This, in turn, also causes harm to US Fueling and SASS.

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In addition, SASS understands that many of US Fueling dealers already are being approached by other wholesalers.

SASS submits the following offer:

1. Purchase Price:

a. \$146,788.84 for B&T's membership interest in United States Fueling, LLC ("USF Fueling"); and

b. Assumption of Certain Liabilities:

i. To the extent not paid to US Fueling or the US Fueling dealers by the bankruptcy estates, security deposits held by MEX for the benefit of US Fueling dealers (approximately \$612,000);

ii. To the extent not paid by the bankruptcy estates to US Fueling, rebates owed by MEX to US Fueling (approximately \$800,000);

iii. US Fueling's obligations to complete branding projects (approximately \$1.9 million);<sup>1</sup> and

iv. The guarantee obligations of MEX and B&T with respect to the nine equipment leases between US Fueling and Ascentium Capital; provided that Ascentium agrees to continue the current lease terms with US Fueling for the terms of the remaining leases (approximately \$1.4 million)

2. Exclusive Fuel Supply Agreement Between US Fueling and MEX: The bankruptcy estate of MEX agrees to: (a) terminate this fuel supply agreement; (b) notify the respective oil majors for the branded stations that MEX is no longer supplying these US Fueling dealers and consents to the transfer of such dealers; and (c) transfer the US Fueling dealers to a new jobber as directed by SASS.

3. Exclusions: SASS does not assume, and specifically excludes any liability for unpaid sales, use, and excise taxes incurred through the date of closing of this transaction.

4. Cooperation: The bankruptcy estates agree to assist in the transfer of any data related to US Fueling operations.

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<sup>1</sup> Certain oil majors already have paid MEX approximately \$405,000 for branding incentives, which should have been pass through to US Fueling. However, such monies were not turned over to US Fueling.

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SASS is prepared to move quickly and efficiently to meet the Debtors' expectations to consummate this transaction quickly. Because these dealers may disassociate from US Fueling if the current conditions do not improve, prompt resolution is critical.

This offer is subject to Bankruptcy Court approval and a simple, mutually agreeable form of asset purchase agreement. SASS is ready to close upon finality of the Bankruptcy Court's order approving such sale, or earlier if there are no objections.

In the interest of transparency, we are copying counsel for the secured lenders, and counsel for the United States Trustee.

If you have any questions, the trustee may contact Mr. Jay Virani at SASS Petroleum at 404-725-1929, or counsel can contact me.

Best regards,



John P. Melko

cc: Counsel for the DIP Agent  
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